

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

ROSS MORGAN

Plaintiff

vs.

CONCOURS CLASSIC MOTOR CARS,
INC. DBA CONCOURS CLASSIC
RESTORATION

and

CLARK RITTERSBACH,

Defendants

NO. 6:18-cv-06778-FPG-MWP

AFFIDAVIT OF ROSS MORGAN

1. I am the Plaintiff in the above-captioned matter, and I have personal knowledge of the facts set forth herein.
2. I submit this Affidavit in support of Plaintiff's motion, pursuant to Rule 64 of the Federal Rules of Civil Procedure and Section 3218 of the New York Civil Practice Law and Rules, for the entry of judgments against defendants Clark Rittersbach ("Clark Rittersbach"), Concours Classic Motor Cars, LLC dba Concours Classic Restoration ("Concours") (collectively, the "Defendants").
3. As further detailed in Plaintiff's Complaint (Dkt. 1), filed on October 29, 2018, I commenced this action to recover damages resulting from (a) the Defendants' consumer and common law fraud inducing me to pay for motor vehicle components that the Defendant never possessed; (b) Defendants' material breach and default under the oral agreement between us to provide numerous motor vehicle components.
4. Concours was served with a copy of the Summons and Complaint pursuant to Rule 4(h)(1)(A) and (B) of the Federal Rules of Civil Procedure via personal delivery to an



agent of the New York Department of State on November 15, 2018, as reflected by proof of service filed on November 26, 2018. (Dkt. 3).

5. The Defendants were served with a copy of the Summons and Complaint pursuant to Rule 4(h)(1)(A) and (B) of the Federal Rules of Civil Procedure via personal delivery to Rittersbach, as an individual and the registered agent of and individual authorized to accept service on behalf of Concours, on November 17, 2018, as reflected by proof of service filed on November 26, 2018. (Dkt. 4).
6. Thus, this Court has personal jurisdiction over all Defendants in this action.
7. Pursuant to the Standing Order dated January 20, 2010 regarding Alternative Dispute Resolution and Local Rules, I and Defendants arranged to participate in mediation.
8. On April 5, 2019, I and Defendants participated in mediation before the Honorable Richard Rosenbloom, Esq.
9. At this time, we negotiated the terms of a Settlement Agreement in an attempt to resolve all claims that were or could have been asserted in this action.
10. These agreements were later reduced to writing and signed by all parties. *A true and correct copy of the Settlement Agreement is attached hereto and made a part hereof and identified as Exhibit "A."*
11. Pursuant to the Settlement Agreement, the parties agreed that the Settlement Agreement
". . . shall be interpreted and construed in accordance with the laws of the State of New York, without giving effect to the principles relating to conflict of law. The Parties hereto consent to the exercise of personal jurisdiction by the United States District Court for the Western District of New York. . ." See *Exhibit "A"* at § 14.



12. Pursuant to the Settlement Agreement, Defendants agreed to make a substantial shipment of vehicle parts each month after providing a complete manifest, photographs and an opportunity to inspect the proposed shipment. *See Exhibit "A" at § 4-5.*
13. As part of the settlement, Rittersbach (on behalf of himself and on behalf of Concours) executed Affidavits of Confession of Judgment. *A true and correct copies of the Affidavits of Confession of Judgment are attached hereto and made a part hereof and identified as Exhibit "B" (Rittersbach) and Exhibit "C" (Concours).*
14. In each Affidavit of Confession of Judgment, the Defendants consented to jurisdiction and venue and further authorized entry of judgment in "any state or federal court of competent jurisdiction located in any county of New York." *See Exhibit "B" at ¶ 3; Exhibit "C" at ¶ 3.*
15. In each Affidavit of Confession of Judgment, the Defendants acknowledged the relief is justly due and owing from the Defendants to me arising from the facts alleged in Plaintiff's Complaint by referencing the underlying litigation and referring to those facts and list of missing vehicle parts in the Settlement Agreement that is attached to each affidavit as an integrated exhibit. *See Exhibit "B" at ¶ 5(a), (b), Exhibit "C" at ¶ 5(a), (b).*
16. The Affidavits of Confession of Judgment further provide that I am authorized to enter judgment in the event that Defendants fail to perform as provided for in the Settlement Agreement. Specifically, the Affidavits of Confession of Judgment authorize entry of judgment "in an amount of \$1,475,027.50 plus post-judgment interest, less any subsequent payments or reductions received by the Plaintiff." *See Exhibit "B" at ¶ 4, Exhibit "C" at ¶ 4.* The affidavits further provide that "Defendant consents to the filing and enforcement by Plaintiff of this Affidavit of Confession of Judgment for the Confessed Amount, plus



costs, disbursements and reasonable attorneys' fees incurred during the litigation. . ."

Exhibit "B" at ¶ 5(b), Exhibit "C" at ¶ 5(b). Emphasis added.

17. Aside from providing photographs of some of the vehicle components on May 14, 2019, the Defendants have not complied with any of their obligations under the Settlement Agreement.
18. On June 18, 2019, my counsel, Stephen F. Gehringer, Esq., provided written notice to David Morabito, Esq., attorney for the Defendants, notifying him that the Defendants were in material breach and default under the Settlement Agreement. *A true and correct copy of the June 18, 2019 correspondence is attached hereto and made a part hereof and identified as Exhibit "D."*
19. On July 17, 2019 my counsel, Stephen F. Gehringer, Esq., provided written notice to David Morabito, Esq., attorney for the Defendants, notifying him a second time that the Defendants were in material breach and default under the Settlement Agreement and providing notice of intent file for judgments against Defendants based on the Affidavits of Confession of Judgment that each of the Defendants executed in conjunction with the Settlement Agreement. *A true and correct copy of the July 17, 2019 correspondence is attached hereto and made a part hereof and identified as Exhibit "E."*
20. On or about July 23, 2019, the Defendants directly communicated with my counsel that unidentified parts were available to be retrieved. No further information was given.
21. On or about July 23, 2019, my counsel responded to the Defendants by electronic mail, while copying the same to the Defendants' counsel, and declined the Defendants' offer to deviate from the negotiated terms of the settlement; to wit, the Defendants attempted to shift the burden to the Plaintiff to pick up the components when it is the Defendants' duty



to ship them; the Defendants have never provided a manifest, and the Defendants did not provide the Plaintiff an opportunity to inspect the components. My counsel requested that the Defendants provide photographs of all components and a manifest. *A true and correct copy of the July 23, 2019 correspondence is attached hereto and made a part hereof and identified as Exhibit "F."*

22. Defendants' counsel represented that he would attempt to contact Defendant on or about August 5, 2019. *A true and correct copy of the August 3, 2019 correspondence is attached hereto and made a part hereof and identified as Exhibit "G."*

23. As of today, Defendants have never fulfilled any condition prerequisite to providing the Plaintiff with any shipment of vehicle components and, therefore, has failed to perform under the settlement and failed to provide Plaintiff with any shipment of vehicle parts.

24. Despite being notified of their default, Defendants have not cured their default and have not made any shipment of vehicle parts to me pursuant to the Settlement Agreement.

25. In accordance with the terms of the Settlement Agreement and the Affidavits of Confession of Judgment, the proper amount of the judgments to be entered is \$1,512,981.00, which is computed to a sum certain by adding the following amounts:

- a. \$1,475,027.50, which is the amount originally due as noted in paragraph 6 of the Settlement Agreement (Exhibit "A") and in paragraphs 4 of the Affidavits of Confession of Judgment (Exhibits "B" and "C");
- b. \$618.50 which is the amount of costs and expenses that Plaintiff has incurred in connection with this action and represents the sum of \$400.00 to file the action and expenses of \$278.50 for service of process on the Defendants; and



c. \$37,275.00, which is the amount of attorneys' fees that Plaintiff has incurred in connection with this action, which are recoverable under the express terms of both the Settlement Agreement and Affidavits of Confession of Judgment (the calculation of this amount is detailed in the Declaration of Stephen F. Gehringer, Esq., submitted herewith).

26. Accordingly, I respectfully request that the Court issue an Order directing the Clerk of Court to enter judgments against defendants Clark Rittersbach and Concours Classic Motor Cars, LLC dba Concours Classic Restoration, pursuant to the legal authority cited in the accompanying Memorandum of Law, in the sum certain of \$1,512,981.00 with such amount recoverable from Defendants, jointly and severally.

Dated this 31st day of August 2019

BY: ROSS DAVID MORGAN
ROSS MORGAN, Plaintiff

Affirmed at Mirrabeeka.
this 31st day of August 2019;

.....
Signature of deponent making this affidavit

before me:

Angelina Cockram JP
.....
Signature of authorized witness



EXHIBIT “A”

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Release") is made and entered into by and between ROSS MORGAN (Plaintiff) and CLARK RITTERSBACH and CONCOURS CLASSIC MOTOR CARS, LLC (Defendants).

WHEREAS, Plaintiff and Defendant are engaged in litigation in the United States District Court for the Western District of New York, Case No. 6:18-cv-06778-FPG-MWP (the "Litigation"), alleging that the Defendants have committed acts of fraud and breach of contract by failing to deliver to him vehicle parts and components (the "parts"), a list of which is attached hereto as Exhibit "A," valued at \$1,475,027.50.

WHEREAS, the Defendants deny the of Plaintiff's allegations with the exception that the Defendants admit the truth and accuracy of the list of undelivered parts, see Exhibit "A," and admits that the values stated therein are true and correct; and

WHEREAS, the Defendants have filed Counterclaims; and

WHEREAS, it is the intention of the Parties hereto as reflected in this Mutual Release and Settlement Agreement and upon the satisfaction of its terms and conditions, to effect the final compromise, settlement and release of all claims, obligations, demands, actions causes of actions, debts, sums, injuries, penalties, fines, disputes, and other controversies between the Parties, from the beginning of time, up through and including the present, including specifically but not limited to those claims which have been asserted in the Litigation; and

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and agreements contained in this Settlement Agreement and Mutual Release, and for other good and valuable consideration, it is hereby agreed by and between the Parties as follows:

1. The Recitals set forth above are accurate and are incorporated into this Mutual Release and Settlement Agreement document, as if fully set forth herein;
2. The Defendants must sign Affidavits of Confession of Judgment that meets all requirements of the New York Civil Procedure Law & Rules (CPLR) 3218 and provide the originals to the Plaintiff. The judgment sum shall remain blank and, in the event, that the Defendants fail to deliver all parts, the Defendants expressly authorize the Plaintiff to enter the judgment sum for the remaining value of the undelivered parts and for all Plaintiff's attorneys' fees.
3. Defendants agree to ship all remaining parts, see Exhibit "A," as a condition precedent to dismissal of the Litigation.

4. The following terms and conditions will govern each shipment of parts
 - a. Defendants shall provide the Plaintiff with notice of a shipment of parts at least five (5) business days prior to the parts being shipped.
 - b. With the notice required in Section 3(a), the Defendants must provide individual photographs of all of the parts to be shipped before they are packaged.
 - c. With the notice required in Section 3(a), the Defendants must provide a complete manifest of those parts that identify the Concours Classic Motor Cars, LLC invoice on which the part is listed and value as stated on the invoice.
 - d. Defendants must allow Plaintiff or his agent to inspect the parts of each shipment prior to the same being loaded into the container.
 - e. Contemporaneously with the shipping of parts, the Defendants must provide the Plaintiff with any bill of lading, shipping application and receipt or other documents required by Australian Customs.
 - f. Timely complete the Asbestos Declaration Form required by Australian law.
 - g. Defendant shall ship the parts to Ross Morgan, 9 Cressall Road, Balcatta, Perth 6021 in Australia.
5. The Defendant must ship the parts on the following schedule:
 - a. The first container must be shipped on or before May 22, 2019.
 - b. Each container thereafter must be shipped on or before the fifteenth (15th) of the following months. Should that date fall on a holiday, the Defendants shall ship the parts on the first business day thereafter.
6. The total value of parts in each shipment shall be deducted from the Plaintiff's damages of \$1,475,027.50.
7. Should the Defendants deliver all parts in the time and manner required:
 - a. Then upon receipt of the final shipment, the Plaintiff shall voluntarily dismiss the Litigation with each side to bear its own costs and fees; and
 - b. The parties, on their own behalf and on behalf of their assigns, employees, agents, representatives, officers, partners, shareholders and successors, hereby mutually acquits, releases, and forever discharges the other and any

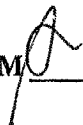

and all persons, firms, corporations, employees, agents, officers, partners, shareholders, successors and assigns from any and all claims, actions, causes of actions, demands, damages, costs, loss of services, expenses, injuries, compensation and any and all consequential damages including any matter brought in any forum, administrative or judicial, on account of or in any way growing out of any and all known and unknown claims, demands, damages, expenses, actions, causes of actions, debts, sums, penalties, fines, disputes and/or controversies, or any other relief relating to or in any way connected with the Litigation;

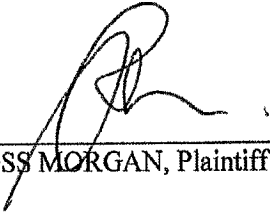
8. Should the Defendants fail to deliver any of the parts in the time and manner required:
 - a. The Defendants expressly authorize the Plaintiff to enter a judgment sum on the Affidavits of Confession Judgment for the remaining value of the undelivered parts and for all Plaintiff's attorneys' fees. The Defendants expressly authorize the Plaintiff to enter judgment against them pursuant to the Affidavits of Confession Judgment.
 - b. The Defendants, on their own behalf and on behalf of their assigns, employees, agents, representatives, officers, partners, shareholders and successors, must acquit, release, and forever discharge the Plaintiff and any and all persons, firms, corporations, employees, agents, officers, partners, shareholders, successors and assigns from any and all claims, actions, causes of actions, demands, damages, costs, loss of services, expenses, injuries, compensation and any and all consequential damages including any matter brought in any forum, administrative or judicial, on account of or in any way growing out of any and all known and unknown claims, demands, damages, expenses, actions, causes of actions, debts, sums, penalties, fines, disputes and/or controversies, or any other relief relating to or in any way connected with the Litigation.
9. The Defendants certify that they legally own and are able to transfer good and marketable ownership and title to all of the parts they provide to the Plaintiff. The Defendants agree to indemnify, defend and hold harmless Plaintiff from any and all claims or actions on that dispute the Defendants' ownership of the parts, the validity of the transfer of the parts to the Plaintiff or the Plaintiff's possession of the parts.
10. In entering into this Mutual Release and Settlement Agreement, the Parties affirm that they have been represented by counsel who are the attorneys of their choice in the negotiation and drafting of this Mutual Release and Settlement Agreement and/or have been afforded the opportunity to consult with counsel who are the attorneys of their choice in negotiating the drafting of this Settlement Agreement. Accordingly, this Mutual Release and Settlement Agreement shall not be strictly construed against any party, and the rule of construction of contract resolving ambiguities against the drafting party shall be inapplicable.

11. If any part, term or provision of this Mutual Release and Settlement Agreement is held by a court of competent jurisdiction to be invalid, illegal, unenforceable or otherwise in conflict with law, this Mutual Release and Settlement Agreement shall be construed and enforced as if it did not contain the particular part, term or provision held to be invalid.
12. This Mutual Release and Settlement Agreement on the part of the parties hereto shall be a fully binding on the Plaintiff and Defendants and all parties represented by or claiming through Plaintiff and Defendants.
13. This Mutual Release and Settlement Agreement contains the entire agreement between the parties hereto with regard to the matter set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties hereto.
14. The Parties agree that this Mutual Release and Settlement Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without giving effect to the principles relating to conflict of law. The Parties hereto consent to the exercise of personal jurisdiction by the United States District Court for the Western District of New York and agree that any lawsuit arising from or in any matter connected to this Agreement shall be prosecuted in that Court.
15. This Mutual Release and Settlement Agreement may be executed by the parties in any number of counterparts, each of which with an original signature of a party or parties and shall serve as a Release of that party's or parties' rights.
16. The Parties acknowledge and represent that the Signators to Mutual Release and Settlement Agreement document are duly authorized to affix their respective signatures to this Agreement and each Party hereto warrants and represents that they intend to be legally bound by this Mutual Release and Settlement Agreement document.

**CAUTION: READ BEFORE SIGNING,
THIS IS A RELEASE.**

AND WITNESS WHEREOF, Plaintiff and Defendant, each intending to be legally bound by the terms of this Mutual Release and Settlement Agreement, hereunto set their hand and seal below:


Initials: RM  CR 

BY: 
ROSS MORGAN, Plaintiff

Date: 24th May 2019

BY: 
CLARK RITTERSBACH, Defendant

Date: 5/21/19

BY: 
CONCOURS CLASSIC MOTOR CARS, LLC,
Defendant

Date: 5/21/19


Initials: RM  CR CR

EXHIBIT “A”

Concours Classic Motor Cars
Invoice Register

Highlighted Invoices

Date	Invoice Number	Amount USD	Vehicle	Description	Delivered
10-August-2012	Email correspondence	\$ 1,935,275.50	1301 Packard 745 1931	Project 1301 Packard 745 1931. Car was purchased from the dealer for \$1,935,275.50. Car was delivered to the dealer for \$1,935,275.50. Car was delivered to the dealer for \$1,935,275.50.	Delivered
21-August-2012	ACD Festival 2012	\$ 57,500.00	1361 Murphy	Engine including M12 parts, timing and engine parts test, chassis parts, body parts.	Delivered
21-August-2012	ACD Festival 2012	\$ 51,750.00	1117 LaGrande	Engine including M12 parts, timing and engine parts test, chassis parts, body parts.	Delivered
30-August-2012	ACD Festival 2012	\$ 32,775.00	Miscellaneous 1361/1117 parts	Full set of 4 chrome wheels, Bell housing for 1361 Murphy, M12 engine parts, misc parts for timing and engine parts test, chassis & body parts no allocation	Delivered
30-August-2012	ACD Festival 2012	\$ 23,803.00	Commission, Transport, & packing fees	15% Commission for procuring, expertise and profit on auction purchase. \$21,403 USD.	Delivered
30-August-2012	Swap Meet Purchases	14650	1361 Murphy Parts	Transport, packaging and travel expense \$2500 USD	Delivered
30-August-2012	Swap Meet Purchases	4500	1117 LaGrande Parts	Original gauges, Cast Alum dashboard brake pressure gauge, windscreen assembly, pair of hood tops, full matching set knock offs 1361 Murphy.	Delivered
18-September-2012		5937	1361	Complete pair of lowered hood sides with rear doors (Original and perfect)	Delivered
18-September-2012		5938	1117	Original Model J Chronograph, Original Dues Atometer	Delivered
20-September-2012		5939	1361	Original Model J Chronograph, Original Rev Counter	Delivered
20-September-2012		5940	1361	Special Order 17 x 7.50 1361 1361	Delivered
26-September-2012		5941	1361	Complete Model J cast alum firewall assembly	Delivered
26-September-2012		5942	1361	Murphy body parts as discussed	Delivered
16-October-2012		5943	1361	Skidmount Mirror pair, restored with leather straps	Delivered
16-October-2012		5944	1361	Skidmount electric wiper motor, pair unrestored Dues Lower shocks, complete master cylinder	Delivered
16-October-2012		5945	1361	Stromberg electric wiper motor, pair unrestored Dues Lower shocks, complete master cylinder	Delivered
16-October-2012		5946	1361	Fully restored and rebuilt dues oil pressure gauge	Delivered
16-October-2012		5947	1361	Original brake drums, amp gauge, rear axle shaft (broken), unbroken orig fuel pump housing assembly	Delivered
16-October-2012		5948	1361	Complete grill set, headlight bar, pair headlights, horn and lower cowl assembly	Delivered
22-October-2012		5949	1361	V16 Separator with new arm tube, full rebuild	Delivered
25-October-2012		5950	1361	New original style radiator core (bare no tanks)	Delivered
25-October-2012		5951	1361	New original style radiator core (bare no tanks)	Delivered
02-November-2012		5952	1361	Complete Model J cast alum firewall assembly	Delivered
02-November-2012		5953	1361	Overhaul time box clock work guts (complete and in good condition)	Delivered
07-November-2012		5954	1361	Headlight cowl and parts	Delivered
09-November-2012		5955	1361	Full set of Murphy disappearing top top castings, front bumper assembly, rear bumper centre medallion	Delivered
14-November-2012		5956	1361	Orig Dues rear bumper and backbar assembly complete	Delivered
20-November-2012		5957	1361	Orig Dues rear bumper and backbar assembly complete	Delivered
20-November-2012		5958	1361	1 pair of original hood side with scalloped fenders and doors	Delivered
17-December-2012	Email correspondence	\$ 49,173.50	1361	Upper rear axle, truck transmission, start, disco generator, dash mounted coil set with key switch etc.	Delivered
14-January-2013		6001	1361	Shipping charge	Delivered
14-January-2013		6002	1361	Orig Dues 10" wire wheel 1 complete with lock ring	Delivered
14-January-2013		6003	1361	Dues wheel hubs and rims	Delivered
11-February-2013		6004	1361	Original shift tower, murble and black shift knob, original F basin flying man accessory cap	Delivered
11-March-2013		6005	1361	Murphy wiper motors, used 1 pair	Delivered
11-March-2013		6006	1361	Briggs Kiersch brake valve, new casing, steering wheel, new light switch, sidemount mirrors	Delivered
11-March-2013		6007	1361	Steering box without steering wheel 1 pair of Dues headlights complete	Delivered
17-March-2013		6008	1361	Upper cowl vent casting, trunk rack, pinion arm	Delivered
17-March-2013		6009	1361	Upper and lower cowl vent casting and assembly, truck rack	Delivered
26-March-2013		6010	1361	Final Long wheel base frame	Delivered
02-April-2013	Email correspondence	\$ 15,000.00	Frame	Short block for use with 1301 bellhousing.	Delivered
02-April-2013		6020	1301	Set of 4 used 17" wheels	Delivered

02-April-2013	6029	\$	8,000.00	J117	Original front and rear bumpers and backbars	
02-April-2013	6030	\$	40,000.00	J361	Complete original front axle with brake drums and jabs, rear axle half shaft pair, 4 original leaf springs	
02-April-2013	6031	\$	2,000.00	No allocation	Buyer's premium	
10-April-2013	6034	\$	1,500.00	J361	5 Used Packard wire wheels	
10-April-2013	6035	\$	1,500.00	J117	1 Full set of gas tank castings, including all cast base mounting hardware	
10-April-2013	6035	\$	1,500.00	J117	1 Full set of gas tank castings, including all cast base mounting hardware	
10-April-2013	6044	\$	2,600.00	J301	Original style radiator core (bare with no tanks)	
01-May-2013	6045	\$	434.00	Custom made V16 cowl	Custom made V16 cowl vent assembly and drain gutter	
01-May-2013	6046	\$	3,020.00	J361	Winterfront parts, 32 shutter meets, set of front shutters (16 pieces), new brass 4 piece radiator shutter framework	
11-May-2013	6055	\$	4,645.00	J117	Radiator parts	
11-May-2013	6056	\$	4,645.00	J301	Radiator parts	
13-May-2013	6057	\$	4,645.00	J361	Radiator parts	
13-May-2013	6072	\$	8,000.00	J301	Gauge set, includes tach and speeds, amp, brake, oil pressure, temp etc	
13-May-2013	6073	\$	1,500.00	J117	Dual coil assembly with pop out ignition switch	
18-June-2013	6073	\$	1,500.00	J117	Clutch pedal, brake pedal, adjusting lever, return springs, pedal spacer and accelerator return spring clips	
18-June-2013	6074	\$	1,136.00	J361	Original front and rear bumpers and backbars	Delivered
18-June-2013	6075	\$	2,784.00	J117	Original front and rear bumpers and backbars	Delivered
18-June-2013	6076	\$	2,784.00	J117	Original front and rear bumpers and backbars	Delivered
27-June-2013	6077	\$	4,000.00	J301	Chromograph, fully working with new glass and chrome	
08-July-2013	6080	\$	2,100.00	J1AWP	Wiper motor, Tool kit, door handles, factory radio, parts	
08-July-2013	6084	\$	3,780.00	J117	Original Allmotor	
01-August-2013	6093	\$	2,798.00	J361	Master brake line & kit, shutoffs	
01-August-2013	6094	\$	2,798.00	J117	Brake Parts	
05-August-2013	6095	\$	2,798.00	J301	Brake Parts	
05-August-2013	6096	\$	5,900.00	J301	Firewall for J301	
06-August-2013	6102	\$	2,000.00	J361	New Long wheel base runningboard	
14-August-2013	6103	\$	2,000.00	J117	New Long wheel base runningboard	
14-August-2013	6104	\$	2,000.00	J301	New Long wheel base runningboard	
14-August-2013	6105	\$	2,000.00	J361	New Long wheel base runningboard (paid twice)	
16-August-2013	6104	\$	2,000.00	J301	New Long wheel base runningboard (paid twice)	
16-August-2013	6110	\$	3,500.00	J361	New Long wheel base runningboard (paid twice)	
27-August-2013	6111	\$	11,907.00	J301	Misc window mechanisms, flation K22 horn motors, running board trim	Delivered
05-September-2013	6113	\$	20,000.00	J361	Full rear axle torque tube, springs, drums and backing plates	
05-September-2013	6114	\$	8,500.00	J301	Front & Rear fenders	
05-September-2013	6115	\$	1,500.00	J361	Front & Rear bumpers and backbars complete	
05-September-2013	6116	\$	1,500.00	J117	Spare tyre carriers	
05-September-2013	6127	\$	1,500.00	J301	Spare tyre carriers	
05-September-2013	6127	\$	1,500.00	J361	Spare tyre carriers	
05-September-2013	6131	\$	8,000.00	J361	Disappearing top mechanism, murphy body builder tips	
05-September-2013	6136	\$	22,500.00	J361	Double coil assembly, chromograph, detailed starter	
02-October-2013	6137	\$	5,000.00	J361	SI Blower and parts	
04-October-2013	6138	\$	4,000.00	J361	SI Hood and sides	
08-October-2013	6140	\$	4,000.00	J361	Original Supercharger gasket drive, all new balls bushings and internals	
08-October-2013	6141	\$	3,000.00	J301	Used Flywheel and clutch	
14-October-2013	6144	\$	2,000.00	Madam X	3 pieces rear axle and drive shaft parts	
14-October-2013	6145	\$	12,625.00	J361	Used pair of V16 carburetors	
14-October-2013	6146	\$	23,400.00	J117	Parking lights, water pump, distributor and side pipes	
24-October-2013	6149	\$	8,400.00	J117	Tail lights, wiper motors, radiator shell, rear housing and torque tube	
24-October-2013	6150	\$	8,300.00	J301	All internal brake parts, brake drums, half shafts & hubs	
29-October-2013	6151	\$	4,050.00	J361	Headlights, taillights, fuel pump with housing	
29-October-2013	6152	\$	2,500.00	J117	Front fender & runningboard brackets, splash apron, toolbox and battery door	
30-October-2013	6153	\$	3,100.00	37fabronreash	Rebuilt 5 Schebler new float and accelerator pump	
12-November-2013	6159	\$	4,550.00	J361	Used K32 carburetors with kit, rebuilt EX12 from inventory	
12-November-2013	6160	\$	5,100.00	J117	Window lifter mechanisms, glass window frames, forged connecting rods Xray	
12-November-2013	6161	\$	1,184.00	J361	Murphy lifter mechanisms, windshield assembly	
12-November-2013	6162	\$	1,184.00	J361	55 high flow intake and exhaust valves	

08-November-2015	6555	\$	4,900.00	1117	New set Dues 4 left springs, Original steering wheel, chrome steering hub
08-November-2015	6566	\$	1,400.00	1501	New set Dues 4 left springs with brass eyelets installed set of 4
08-November-2015	6567	\$	700.00	1561	Original chrome Biljar firewell container for oiling system with org firewell clamps
08-November-2015	6568	\$	700.00	1117	Original chrome Biljar firewell container for oiling system with org firewell clamps
08-November-2015	6569	\$	1,750.00	1301	Org Dues motor cowf band
23-November-2015	6591	\$	2,955.00	1361	NOS full bearings set for diff, Steering bearing set, NOS rear axle bearings
23-November-2015	6592	\$	2,955.00	1117	NOS full bearings set for diff, Steering bearing set, NOS rear axle bearings
23-November-2015	6593	\$	325.00	1301	Steering bearing set to rebuild floss steering box
23-November-2015	6594	\$	1,000.00	1560	NOS set of 1600 Hi-pump Selen Ignition sets
23-November-2015	6600	\$	2,650.00	1301	NOS full bearings sets for diff & rear axles
23-November-2015	6601	\$	198.00	No allocation	1980 Cadillac rear window frame and round wood window frame inset
27-December-2015	6622	\$	7,450.00	1117	Steering quadrant control assembly, dash light & dual ignition coil set. Complete NOS SI
27-December-2015	6623	\$	2,000.00	1301	Standard exhaust system & mounts
27-December-2015	6624	\$	4,450.00	1361	Steering quadrant control assembly, dash light & dual light set
27-December-2015	6625	\$	7,500.00	1301	SI exhaust system complete, new part brass exhaust elbows
06-January-2016	7001	\$	2,800.00	1301	Complete original J radior winter front fender set with all linkages
06-January-2016	7002	\$	2,000.00	1117	Fully rebuilt model S Schuber for Dues new floor & accelerator pump.
06-January-2016	7003	\$	2,000.00	1301	Rebuilt dual coil with pop out ignition, rewound original Delco remy coils
06-January-2016	7004	\$	2,000.00	1301	Rebuilt dual coil with pop out ignition, rewound original Delco remy coils
06-April-2016	7076	\$	800.00	1361	Packing supplies
20-April-2016	7089	\$	14,000.00	1361	Complete rear body section, org cowf section, windshield assembly, comp top mechanism, org folding sets
28-April-2016	7093	\$	1,500.00	1361	All door hinges, interior handles, nearest door and windows, door latch chrome trim new
04-May-2016	7103	\$	1,500.00	1301	Oil pump complete, unbroken with gears, flange and drain control
04-May-2016	7104	\$	1,350.00	1301	Murphy trunk rack brackets, steering column control rods, mounting board cast and machined spacer set
04-May-2016	7105	\$	7,100.00	1361	Original firewell 2378, still tagged from Jim Hoo dated 1953
05-May-2016	7109	\$	6,550.00	1301	Original front radiator mount with org, complete set of parking lights with cowf arms, pair of rear axle radius support tubes
08-May-2016	7110	\$	19,600.00	1361	Ortiff front frame section of chassis 2378, Don Samuels restored chrome wire wheels
12-May-2016	7112	\$	6,500.00	1361	19", Heat Pilot ray driving lights
12-May-2016	7113	\$	2,000.00	1361	Nice solid pair of rear fenders, SI handle tops and axle
12-May-2016	7118	\$	2,000.00	1361	Full set of Biljar lines & fittings, new set of front axle bearings, small oil pressure, brake pressure, fuel gauges
23-May-2016	7117	\$	5,800.00	4276	1990-21 V16 Truck New Stainless steel Gas tanks (4 off)
01-June-2016	7118	\$	9,000.00	1361	Rollison and Higgins Parts - see email correspondence
02-June-2016	7119	\$	95,500.00	Higgins	Reliant rear tub components
22-June-2016	7129	\$	2,650.00	1117	Higgins chassis motor and 1955 frame, Use 1955 chassis with axle springs
22-June-2016	7131	\$	2,650.00	1301	Dues gas tanks utilizing all the castings you purchased, completely restore
22-June-2016	7132	\$	2,650.00	1301	Dues gas tanks utilizing all the castings you purchased, completely restore
28-December-2016	7204	\$	2,500.00	1361	Dues gas tanks utilizing all the castings you purchased, completely restore
28-December-2016	7207	\$	2,500.00	1117	New manufactured pair of Dues Rear over/under hydraulic shock absorbers 188,
28-December-2016	7208	\$	2,500.00	1301	New manufactured pair of Dues Rear over/under hydraulic shock absorbers 188,
21-March-2017		\$	200.00	1959/40 Cid	Various King Pins with bearings
21-March-2017		\$	600.00	1959/40 Cid	Voltage Regulator
21-March-2017		\$	100.00	1959/40 Cid	Engines top pins
21-March-2017		\$	150.00	1959/40 Cid	V-16 Generator parts
21-March-2017		\$	450.00	1959/40 Cid	Distributor and time distributor parts
21-March-2017		\$	800.00	36-40 V16	Carburetors (2 @ \$400.00 each)
21-March-2017		\$	35-40 V16		Distributor caps
21-March-2017		\$	175.00	35-40 V16	Stainless V-16 Emblems (have 1 original pair needing machined)
21-March-2017		\$	975.00	35-40 V16	Stainless V-16 Emblems (have 1 pair made in brass and chrome)
21-March-2017		\$	175.00	35-40 V16	Trunk mounted V-16 Emblem
21-March-2017		\$			"Society" script Horn button used only on 1938 models
21-March-2017		\$			Rechromed fender spars made from brass (left side, 1-medium, 1-small, Right side, 2-long, 1-medium, 2-small)

EXHIBIT “B”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WAYNE

-----X
ROSS MORGAN,

Plaintiff,

-against-

CONCOURS CLASSIC MOTOR CARS, LLC and
CLARK RITTERSBACH

Defendants.
-----X

**AFFIDAVIT FOR JUDGMENT
BY CONFESSION (CPLR § 3218)**

Index No.

STATE OF NEW YORK :
: SS.:
COUNTY OF WAYNE :

Clark Rittersbach, being duly sworn, deposes and says:

1. I am an adult individual residing at 78 Barchun Dune Rise, Victor, NY 14564, the above captioned Defendant (the "Defendant").

2. For purposes of this Confession of Judgment, Defendant irrevocably submits to the jurisdiction and venue of any state or federal court of competent jurisdiction located in any county of New York and authorize entry of the judgment herein in such court.

3. Defendant hereby confesses judgment, pursuant to CPLR § 3218, in favor of Ross Morgan (the "Plaintiff") and authorizes entry of such judgment by the Plaintiff against the Defendant ("Judgment") in an amount of \$1,475,027.50 plus post-judgment interest, less any subsequent payments or reductions received by the Plaintiff (the "Confessed Amount").

4. This affidavit is for a debt justly due to the Plaintiff from the Defendant arising from the following facts:

a. Defendant makes this affidavit pursuant to a Mutual Release and Settlement (the "Settlement") dated as of 5-21-19, by and among the Defendant Concours Classic Motor Cars, LLC, a New York company, Defendant Clark Rittersbach, and the Plaintiff. A copy of the Settlement is attached hereto as "Exhibit A."

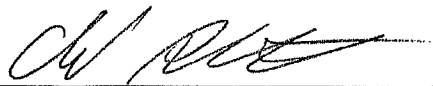
b. The Settlement further provides that in the event of any event of default under the Settlement, Defendant consents to the filing and enforcement by Plaintiff of this Affidavit of Confession of Judgment for the Confessed Amount, plus costs, disbursements and reasonable attorneys' fees incurred during the litigation of the matter of Morgan v. Concours Classic Motor Cars LLC and Clark Rittersbach, WDNY No. 6:18-cv-06778-FPG-MWP (the "Litigation") and enforcing and collecting against Defendant on said Judgment.

5. Defendant authorizes Plaintiff or its assignee to enter Judgment upon presenting this affidavit to the Court, along with an affidavit of Plaintiff or its assignee's counsel attesting that a default under the Settlement has occurred.

6. I understand and agree that this affidavit authorizes entry of judgment in this Court under the terms hereof, without further proceedings, notices and/or other action and also authorizes execution against the Defendant pursuant to such judgment, and that such judgment will be entitled to receive full faith and credit under the Constitution of the United States.

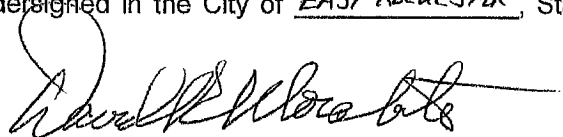
7. This affidavit is not for the purpose of securing Plaintiff against a contingent liability.

I declare under penalty of perjury that the foregoing is true and correct.

By: 
Clark Rittersbach

STATE OF NEW YORK)
 ss.:
COUNTY OF MONROE)

On the 21ST day of MAY in the year 20____ before me, the undersigned personally appeared Clark Rittersbach personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of EAST ROCHESTER, State of New York.


Notary Public

DAVID R. MORABITO
NOTARY PUBLIC, STATE OF N.Y.
COUNTY OF MONROE
MY COMMISSION EXPIRES 9/30/2021

EXHIBIT “C”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WAYNE

-----X
ROSS MORGAN,

Plaintiff,

-against-

CONCOURS CLASSIC MOTOR CARS, LLC and
CLARK RITTERSBACH

Defendants.
-----X

**AFFIDAVIT FOR JUDGMENT
BY CONFESSION (CPLR § 3218)**

Index No.

STATE OF NEW YORK :
: SS.:
COUNTY OF WAYNE :

Clark Rittersbach, being duly sworn, deposes and says:

1. I am the sole managing member of Concours Classic Motor Cars, LLC., a New York limited liability company with its principal place of business located at 1300 Research Forest, Macedon, NY 14502, the above captioned Defendant (the "Defendant").

2. I am duly authorized to make this affidavit for and on behalf of the Defendant.

3. For purposes of this Confession of Judgment, Defendant irrevocably submits to the jurisdiction and venue of any state or federal court of competent jurisdiction located in any county of New York and authorize entry of the judgment herein in such court.

4. Defendant hereby confesses judgment, pursuant to CPLR § 3218, in favor of Ross Morgan (the "Plaintiff") and authorizes entry of such judgment by the Plaintiff against the Defendant ("Judgment") in an amount of \$1,475,027.50 plus post-judgment interest, less any subsequent payments or reductions received by the Plaintiff (the "Confessed Amount").

5. This affidavit is for a debt justly due to the Plaintiff from the Defendant arising from the following facts:

a. Defendant makes this affidavit pursuant to a Mutual Release and Settlement (the "Settlement") dated as of 5-16-19, by and among the Defendant Concours Classic Motor Cars, LLC, a New York company, Defendant Clark Rittersbach, and the Plaintiff. A copy of the Settlement is attached hereto as "Exhibit A."

b. The Settlement further provides that in the event of any event of default under the Settlement, Defendant consents to the filing and enforcement by Plaintiff of this Affidavit of Confession of Judgment for the Confessed Amount, plus costs, disbursements and reasonable attorneys' fees incurred during the litigation of the matter of Morgan v. Concours Classic Motor

Cars LLC and Clark Rittersbach, WDNY No. 6:18-cv-06778-FPG-MWP (the "Litigation") and enforcing and collecting against Defendant on said Judgment.

6. Defendant authorizes Plaintiff or its assignee to enter Judgment upon presenting this affidavit to the Court, along with an affidavit of Plaintiff or its assignee's counsel attesting that a default under the Settlement has occurred.

7. I understand and agree that this affidavit authorizes entry of judgment in this Court under the terms hereof, without further proceedings, notices and/or other action and also authorizes execution against the Defendant pursuant to such judgment, and that such judgment will be entitled to receive full faith and credit under the Constitution of the United States.

8. This affidavit is not for the purpose of securing Plaintiff against a contingent liability.

I declare under penalty of perjury that the foregoing is true and correct.

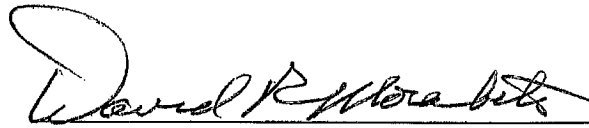
CONCOURS CLASSIC MOTOR CARS, LLC

By: 

Clark Rittersbach
Managing Member

STATE OF NEW YORK)
 ~~WAYNE~~ ^{MONROE} SS.:
COUNTY OF ~~WAYNE~~)

On the 16th day of MAY in the year 2019 before me, the undersigned personally appeared Clark Rittersbach personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of EAST ROCHESTER, State of New York.


Notary Public

DAVID R. MORABITO
NOTARY PUBLIC, STATE OF N.Y.
COUNTY OF MONROE
MY COMMISSION EXPIRES 9/30/2021

EXHIBIT “D”

LAW OFFICES OF BRUCE SHAW, P.C.

2735 Terwood Road
Willow Grove, PA 19090
Phone 267-374-4290 (phone)
Fax 215.657.6816 (fax)
Email: sgehringer@shawlaws.com

Sentry Office Plaza, Suite 604
216 Haddon Avenue
Westmont, New Jersey 08108
856.858.1011(phone)
856.858.4674(fax)

VIA FACSIMILE TRANSMISSION TO 585-383-1496

June 18, 2019

David R. Morabito
Office of David R. Morabito
P.O. Box 187
117 West Commercial Street
East Rochester, NY 14445

RE: Morgan v. Concours Classic Motor Cars, Inc., et al., Case No. 6:18-cv-06778-FPG-MWP

Mr. Morabito:

Your client has not uploaded any photos since May 14, 2019 and he has never posted a manifest. The photographs do not represent enough items to fill a container. Based on this, on May 31, 2019, my client offered to allow the Defendant to transport the parts to a local holding area after an inspection of what was available to be shipped. Although you responded on June 4, 2019 with a promise to speak with your client on this matter, I have not heard from you since.

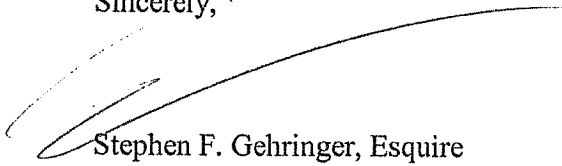
Your client's apparent inactivity since the middle of May and inability to keep any deadline gives me the impression that he will not honor this settlement. He is already in breach of the settlement for:

- (1) failing to provide manifest for the proposed May shipment;
- (2) failing to make a May shipment;
- (3) failing to prepare any shipment by June 15, 2019;
- (4) failing to prepare a manifest and photos for any June shipment

Let me know what he is up to with these shipments and when my client can have an agent come and inspect the parts that are available to be shipped. If there is a steady and reliable stream of activity on the part of your client to fulfill his obligations, I can counsel my client to be flexible with deadlines and show patience. However, another month of this may push him to seek relief in the courts.

Thank you.

Sincerely,

A handwritten signature in black ink, consisting of a large, sweeping loop followed by a horizontal stroke.

Stephen F. Gehringer, Esquire

EXHIBIT “E”

LAW OFFICES OF BRUCE SHAW, P.C.

2735 Terwood Road
Willow Grove, PA 19090
Phone 267-374-4290 (phone)
Fax 215.657.6816 (fax)
Email: sgehringer@shawlaws.com

Sentry Office Plaza, Suite 604
216 Haddon Avenue
Westmont, New Jersey 08108
856.858.1011(phone)
856.858.4674(fax)

VIA FACSIMILE TRANSMISSION TO 585-383-1496

July 17, 2019

David R. Morabito
Office of David R. Morabito
P.O. Box 187
117 West Commercial Street
East Rochester, NY 14445

RE: Morgan v. Concours Classic Motor Cars, Inc., et al., Case No. 6:18-cv-06778-FPG-MWP

Mr. Morabito:

Your client has not uploaded any photos since May 14, 2019 and he has never posted a manifest. The photographs do not represent enough items to fill a container. Based on this, on May 31, 2019, my client offered to allow the Defendant to transport the parts to a local holding area after an inspection of what was available to be shipped. Although you responded on June 4, 2019 with a promise to speak with your client on this matter, I have not heard from you since. I sent you a letter by facsimile transmission on June 18, 2019 and received no response.

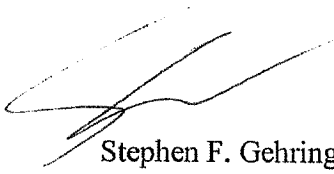
Your client's apparent inactivity since the middle of May, inability to keep any deadline and your lack of response to the situation informs me that your clients do not intend to honor this settlement. Your clients are now in breach of the settlement for:

- (1) failing to provide manifest for the proposed May shipment;
- (2) failing to make a May shipment;
- (3) failing to prepare any shipment by June 15, 2019;
- (4) failing to prepare a manifest and photos for any proposed June shipment;
- (5) failing to prepare any shipment for a July 15, 2019 shipment; and
- (6) failing to prepare a manifest and photos for any proposed July shipment.

In my previous correspondence, I requested some information to assure my client that the Defendants intended to fulfill their obligations in good faith. Based on your lack of response and your clients' failure to take any action whatsoever, I am given no choice but to act on the confessions of judgment when I return to the office next week on July 23, 2019.

Please be guided accordingly.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Gehringer', written over a horizontal line.

Stephen F. Gehringer, Esquire

EXHIBIT “F”

9/4/2019

Re: Morgan items for pick up

Mail headers**From** "Stephen Gehringer" <sgehringer@shawlaws.com>**To** Clark <clark@concoursclassics.com>**Cc** david@morabitolawoffice.com, ross@v16.com.au**Date** Tue, 23 Jul 2019 17:48:55 -0400 (EDT)**Subject** Re: Morgan items for pick up

Mr. Rittersbach:

As per the settlement agreement, we require that all items be photographed and uploaded along with a complete manifest before shipping. Mr. Morgan's agent must also have a chance to inspect the parts of each shipment prior to the same being loaded. Finally, it is your responsibility to ship the parts. If, at my client's discretion, the available parts are not enough to fill a container for overseas shipment, he can provide a local site for you to ship them to.

First and foremost however, kindly upload photos of all parts and provide a complete manifest so we know what we are dealing with.

Thank you.

Clark <clark@concoursclassics.com> wrote ..

> I have items for Morgan as pictured in the Dropbox as well as additional items.
> Please advise me of a pickup date the week of July 29 to remove available parts.
>
> Clark Rittersbach

Sincerely,

Stephen F. Gehringer, Esquire
Pennsylvania Bar I.D. #87020
Law Offices of Bruce Shaw, P.C.
2735 Terwood Road
Willow Grove, PA 19090

<http://www.shawlaws.com/>
<http://www.linkedin.com/pub/stephen-gehringer/1a/a8a/909/>

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IF YOU HAVE QUESTIONS, PLEASE CONTACT:

9/4/2019

Re: Morgan items for pick up

Stephen F. Gehringer, Esquire - 267-374-4290 - sgehringer@shawlaws.com

EXHIBIT “G”

9/4/2019

Re: Re: Morgan items for pick up

Mail headers**From** David Morabito <David@morabitolawoffice.com>**To** Stephen Gehringer <sgehringer@shawlaws.com>**Date** Sat, 3 Aug 2019 11:10:05 +0000**Subject** Re: Re: Morgan items for pick up

Dear Stephen: I have been out of the country for the last two weeks. I will find out what is going on on Monday. Thank you. Dave Morabito Esq.

From: Stephen Gehringer <sgehringer@shawlaws.com>**Sent:** Tuesday, July 30, 2019 5:48:36 PM**To:** David Morabito <David@morabitolawoffice.com>**Subject:** Fwd: Re: Morgan items for pick up

Mr. Morabito:

Your client sent me an email on 7/23 which states his intention to perform his duties under the settlement in a manner that does not comport with the terms of the settlement. I responded that same day and copied you on this message.

As of this day, your client has yet to photograph a single item since May 14 and provide a manifest.

Stephen Gehringer <sgehringer@shawlaws.com> wrote ..

> Mr. Rittersbach:

>

> As per the settlement agreement, we require that all items be photographed and
 > uploaded along with a complete manifest before shipping. Mr. Morgan's agent must
 > also have a chance to inspect the parts of each shipment prior to the same being
 > loaded. Finally, it is your responsibility to ship the parts. If, at my client's
 > discretion, the available parts are not enough to fill a container for overseas
 > shipment, he can provide a local site for you to ship them to.

>

> First and foremost however, kindly upload photos of all parts and provide a complete
 > manifest so we know what we are dealing with.

>

> Thank you.

>

> Clark <clark@concoursclassics.com> wrote ..

> > I have items for Morgan as pictured in the Dropbox as well as additional items.

> > Please advise me of a pickup date the week of July 29 to remove available parts.

> >

> > Clark Rittersbach

> Sincerely,

9/4/2019

Re: Re: Morgan items for pick up

>
>
> Stephen F. Gehringer, Esquire
> Pennsylvania Bar I.D. #87020
> Law Offices of Bruce Shaw, P.C.
> 2735 Terwood Road
> Willow Grove, PA 19090
>
> <http://www.shawlaws.com/>
> <http://www.linkedin.com/pub/stephen-gehringer/1a/a8a/909/>
>
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> and exempt from disclosure under applicable law. If the recipient of this message
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> notify us immediately by telephone and delete this email. Thank you.
>
> IF YOU HAVE QUESTIONS, PLEASE CONTACT:
>
> Stephen F. Gehringer, Esquire - 267-374-4290 - sgehringer@shawlaws.com
Sincerely,

Stephen F. Gehringer, Esquire
Pennsylvania Bar I.D. #87020
Law Offices of Bruce Shaw, P.C.
2735 Terwood Road
Willow Grove, PA 19090

<http://www.shawlaws.com/>
<http://www.linkedin.com/pub/stephen-gehringer/1a/a8a/909/>

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IF YOU HAVE QUESTIONS, PLEASE CONTACT:

9/4/2019

Re: Re: Morgan items for pick up

Stephen F. Gehringer, Esquire - 267-374-4290 - sgehringer@shawlaws.com